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FRANKIES BIKINIS LLC

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

FRANKIES BIKINIS LLC, a California limited liability company, Plaintiff, vs. FRANKIE BY REBECCA PTY LTD., an Australian proprietary limited company, and DOES 1 -10, inclusive, Defendants.	**Case No.:** **COMPLAINT BY PLAINTIFF FRANKIES BIKINIS LLC AGAINST DEFENDANT FRANKIE BY REBECCA PTY LTD. FOR:** **(1) FEDERAL TRADEMARK INFRINGEMENT;** **(2) FALSE DESIGNATION OF ORIGIN AND FEDERAL UNFAIR COMPETITION;** **(3) STATE TRADEMARK INFRINGEMENT;** **(4) STATE UNFAIR COMPETITION;** **(5) UNJUST ENRICHMENT;** **(6) ACCOUNTING; AND** **(7) CANCELLATION OF TRADEMARK** **DEMAND FOR JURY TRIAL**

Plaintiff FRANKIES BIKINIS LLC is informed and believes, and based thereon, alleges against Defendant FRANKIE BY REBECCA PTY LTD. and DOES 1- 10, inclusive (collectively, "Defendants"), as follows:

THE PARTIES

1. Plaintiff FRANKIES BIKINIS LLC ("Frankies Bikinis") is a limited liability company organized and existing under the laws of the state of California. Frankies Bikinis designs, manufactures and sells bikinis and other apparel products and related accessories from its principal offices in Los Angeles, California to reseller and end consumer customers located throughout the United States and many countries of the world, including sales made via its eCommerce channel currently located at its domain name www.frankiesbikinis.com.

2. Upon information and belief, Defendant FRANKIE BY REBECCA PTY LTD. ("Frankie Swimwear") is a proprietary limited or similar registered entity organized and existing under the laws of Australia, selling within Australia and additionally seeking sales and making sales of bikinis, other apparel products and related accessories under the name 'FRANKIE BY REBECCA' and, now most recently and most problematically, under the name 'FRANKIE SWIMWEAR' to customers located within the County of Los Angeles, California and throughout the United States, including sales via a website domain name it has recently established at the URL www.frankieswimwear.com.

3. The true names and capacities of Defendants sued as Does 1 - 10 are unknown to Frankies Bikinis at this time, who therefore sues these Doe Defendants by such fictitious names. Frankies Bikinis will seek leave to amend this Complaint to insert the true names and capacities of the fictitiously named Defendants when they are ascertained. Frankies Bikinis is informed and believes, and based thereon alleges, that each of the Defendants sued as Does 1 - 10 are in some manner involved in the

actions alleged below and therefore are responsible or liable for the acts, occurrences, damages and claims for relief alleged in this Complaint.

4. Frankies Bikinis is informed and believes, and based thereon alleges, that at all times relevant to this Complaint, the above-named Defendants, and each of them, were the agents, servants, employees, general partners, successors-in-interest, predecessors-in interest, co-venturers, co-owners, purported co-authors or joint authors or alter egos of the Defendants or the remaining Defendants and, in doing the acts alleged herein, each was acting within the course and scope of such agency, service, employment, partnership, interest, venture or alter ego capacity with the authorization and/or ratification of their principals or the remaining co-Defendants.

JURISDICTION AND VENUE

5. This Court has original subject matter jurisdiction over this action in accordance with 28 U.S.C. §§ 1331, 1338(a) and (b) and 15 U.S.C. § 1114, et seq. This court has supplemental jurisdiction over the state law claims pled herein pursuant to 28 U.S.C. § 1367.

6. This Court has personal jurisdiction over Frankie Swimwear because it conducts business, markets, promotes and advertises its products, sells its products, offers for sale its products and enters into contracts, all within Los Angeles County, California.

7. Venue is appropriate in this district pursuant to 28 U.S.C. § 1391 as a substantial part of the events or omissions giving rise to the claims occurred in this district.

THE ALLEGATIONS

8. Frankies Bikinis is a leading seller of women’s swimwear, including bikinis. It was founded in 2012 by Mimi Aiello and her daughter Francesca Aiello.

9. Since at least as early as April of 2012, Frankies has used the FRANKIES BIKINIS (words only) trademark (the "Frankies Bikinis Mark") to identify itself as the sole source of its bikinis and other goods. Frankies Bikinis is the first swimwear company to adopt the name "Frankies" and sell primarily swimwear, and is the senior user in both the United States and Australia (where the defendant resides) of such mark.

10. Frankies Bikinis obtained a US trademark registration for the Frankies Bikinis Mark on April 15, 2014 (USPTO Reg. No. 4513859) in International Class 25 for the following goods: bikinis, coverups, dresses, hats, shirts and pants, memorializing a Date of First Use in Commerce of April 2, 2012. Attached hereto as Exhibit "A" is a true and correct copy of such valid and existing trademark registration.

11. In addition to being the owner of a federal trademark registration for the Frankies Bikinis Mark in International Class 25, the Frankies Bikinis Mark has become very well-known by millions of dollars in product sales, a heavy social media presence, over 640,000 followers on Instagram at the handle #frankiesbikinis, numerous trade and fashion magazine pieces in such high profile magazines and media such as Sports Illustrated, Vogue, Elle, Cosmopolitan, InStyle, Glamour, People, Teen Vogue and Shape, and has been associated by the consuming public exclusively with Frankies Bikinis as the sole source of such goods since at least as early as April of 2012, and is one of the go-to brands in swim for fashion, with world famous celebrities and style icons such as Miley Cyrus, Rihanna, Beyonce, Kylie Jenner, Gigi Hadid, Bella Hadid, Candice Swanepoel, Bella Thorne and Khloe Kardashian each being featured wearing the goods.

12. Frankies Bikinis has clear priority of use over Frankie Swimwear as to the Frankies Bikinis Mark.

13. Plaintiff Frankies Bikinis is one of the hottest brands in swimwear, with a strong eCommerce sales component and over 200 different high profile retail store

customers in the United States. Frankies Bikinis has worked tirelessly to advertise and promote the Frankies Bikinis brand in connection with its swimwear and other apparel products bearing the Frankies Bikinis Mark. Frankies Bikinis has spent substantial sums on advertising, marketing and promoting the Frankie Mark.

14. Due to Frankies Bikinis' extensive and continuous efforts to advertise, market and promote the Frankies Bikinis Mark (such as appearing at Miami Swim, the swim industry's most important annual tradeshow as well as participation on several occasions in the Mercedes Benz Fashion Week runway show, which is not customary and a high honor for a swim label), and wide national press in such high profile publications and blogs as Foam Magazine, DailyMail.com and www.bikinis.com, among others, consumers recognize the Frankies Bikinis Mark as singularly associated with Frankies Bikinis as the sole source and indication of origin. Frankies Bikinis has established goodwill and exclusive rights in and to the Frankies Bikinis Mark. Frankies Bikinis promotes its brand very extensively via Instagram and other social media outlets, as well as paid digital marketing and e-mail marketing.

15. On information and belief, Defendant Frankie Swimwear was not founded until 2013, in Australia, when it evidently began selling swimwear products domestically (in Australia initially) under the name "FRANKIE BY REBECCA".

16. Social media marketing has become one of the most critical mediums for direct to consumer marketing, especially in fashion. Within the world of social media, Instagram has become the most frequent tool used by apparel companies to promote their products. As set forth above, Frankies Bikinis is one of the most followed swim brands on Instagram with more than 640,000 followers. As more fully described below, Defendant Frankie Swimwear has hijacked Plaintiff Frankies Bikinis goodwill in the social media world by wrongfully using, instead of its given brand Frankie by Rebecca, the @FrankieSwimwear and #frankieswimwear on Instagram and other social media sites, and the registration and use of

www.frankieswimwear.com by Defendant Frankie Swimwear has created not only a likelihood of confusion but generated numerous instances of "actual confusion" between Frankies Bikinis and Defendant Frankie Swimwear.

17. Frankies Bikinis and Frankie Swimwear both sell women's swimwear, so the products are not only related, the principal products are basically identical. The marks are also basically identical, the only difference being a slightly different descriptive modifier element with the same dominant element – Frankies Bikinis and Frankie Swimwear. In addition, the marketing channels used by Frankies Bikinis and Frankie Swimwear are similar - sales directly to end consumers over the Internet and by wholesale sales to specialty swim and boutique retail stores.

18. As is common with popular and emerging brands, Frankies Bikinis has discovered that Frankie Swimwear has been infringing upon the Frankies Bikinis Mark by using the Frankie Swimwear name to sell swimwear, including now an aggressive push into the United States market, in a manner that is not only likely to lead to confusion but has led to numerous instances of "actual confusion" in the marketplace, including, by way of example:

a. After Defendant Frankie Swimwear gifted swimsuits to some Los Angeles based models, these models tagged photos of themselves wearing Frankie Swimwear (also known as Frankie by Rebecca) at the Instagram handle "#Frankiesbikinis".

b. In June of 2016, Francesca Aiello, a co-founder of Frankies Bikinis, received an e-mail from Charlotte Reiss at Wilhelmina Models (a very well-known modeling agency) congratulating her on an amazing photo of one of Frankies Bikinis' models in a bikini and also copying Frankie Swimwear on the same e-mail, demonstrating confusion between the two companies.

c. In a July 2016 Daily Mail online article, there are photos of a model in both a Frankies Bikinis swimsuit and a Frankie

Swimwear swimsuit (but the article implies both are Frankies Bikinis swimsuits).

d. In December of 2016, Frankies Bikinis received an e-mail asking whether Frankies Bikinis was affiliated with Frankie Swimwear, also known as Frankie by Rebecca. Frankie Bikinis responded that it was not affiliated with Frankie Swimwear and Frankie By Rebecca. Thereafter, the initial person who e-mailed asked whether Frankies Bikinis had problems relating to these “other Frankies companies” since he paid for goods from Frankie Swimwear in Australia but never received them.

e. On December 19, 2016, Sophie Haxton of www.largodrive.com, a customer of Frankies Bikinis, all of a sudden received an unsolicited e-mail from a woman identifying herself as Melitta from “Frankie Swimwear” in which Frankie Swimwear was looking to sell its swimwear and invited Ms. Haxton to review the 2016/2017 Swim Line sheet for Frankie Swimwear. In fact, Frankie Swimwear has started sending email “blasts” to numerous California and USA swim specialty retailers, including plaintiff’s best customers, seeking to bring their Australian product to the United States under the “Frankie Swimwear” label, all to the natural confusion of such retailers and consumers.

f. In January of 2017, Frankies Bikinis received an e-mail from Jordan Knight in which he stated that he photographed a client wearing one of the bikinis from Frankies Bikinis. However, the bikini was from Frankie Swimwear, not Frankies Bikinis.

g. Frankies Bikinis has received Frankie Swimwear products wrongfully returned to it in error.

h. There have been customer service inquiries (phone calls, e-mails) from Frankie Swimwear customers when they then realize they have contacted Frankies Bikinis.

i. There have been instances where Instagram users tag #frankieswimwear on Instagram when they were trying to tag #frankiesbikinis.

The foregoing and other instances are referenced herein as “Actual Confusion.”

18. In addition, as set forth above, the Instagram handles #frankiesbikinis and “#frankieswimwear” is likely to lead to confusion (and has led to actual confusion) between Frankies Bikinis and Frankie Swimwear because both names are being used to sell women’s swimwear.

19. Moreover, there is evidence of intent with respect to capitalizing on the Frankie name. On April 13, 2013, Frankies Bikinis registered the domain name www.frankiesswimwear.com. On October 14, 2013, six months later, Frankie Swimwear registered the domain name www.frankieswimwear.com, which demonstrates it attempted to capitalize on the goodwill established by Frankies Bikinis.

20. All items of swimwear manufactured, distributed and sold by Frankie Swimwear infringe upon the Frankies Bikinis Mark.

21. Thus, Frankie Swimwear's unauthorized use of the Frankies name in selling women’s swimwear:

a. is likely to cause confusion, to cause mistake and/or to deceive customers and potential customers of the parties as between Frankies Bikinis and Frankie Swimwear;

b. is likely to cause confusion, to cause mistake and/or to deceive customers and potential customers of the parties as to the origin, sponsorship or approval of the two company’s respective goods, or as to some affiliation, connection or association between Frankie Bikinis' goods and Frankie Swimwear;

c. unlawfully denigrates Frankies Bikinis' ability to control the nature, quality and reputation of goods containing the Frankie Mark and placing the goodwill and reputation of Frankies Bikinis in Frankie Swimwear's hands, over which Frankies Bikinis has no control; and

d. unjustly enriches Frankie Swimwear.

22. Frankies Bikinis has been damaged and continues to be damaged by Frankie Swimwear's unauthorized use of a nearly identical name on its swimwear apparel which is sold and advertised for sale to the public within the United States, and has jeopardized unlawfully the ability for the plaintiff to market, advertise and promote its goods, including on social media, and, finally, has led to numerous instances of Actual Confusion, which cannot continue.

23. Unless the unauthorized use of the name Frankie Swimwear is restrained by this Court, it will continue to cause irreparable injury to Frankies Bikinis for which there is no adequate remedy at law.

COUNT I

(For Federal Trademark Infringement Pursuant to Lanham Act § 32 and 15 U.S.C. §1114 against Defendants and Does 1 – 10)

24. Frankies Bikinis incorporates by reference paragraphs 1 through 23 as though fully set forth herein.

25. The conduct of Frankie Swimwear complained of herein constitutes use in commerce of reproductions, copies or colorable imitations of Plaintiff's federally registered Frankies Bikinis Mark and/or the Frankie name in connection with the sale, offering for sale, distribution and/or advertising of goods and services in violation of 15 U.S.C. § 1114(1).

26. The conduct of Frankie Swimwear is likely to cause confusion, to cause mistake or to deceive.

27. The conduct of Frankie Swimwear complained of herein has been deliberate, willful and intentional, with complete knowledge of the Frankies Bikinis Mark and in conscious disregard of Frankie Bikinis' rights in and to its Frankies Bikinis Mark and other intellectual property with the intent to capitalize on and trade off of Frankie Bikinis' brand equity and goodwill in such property.

28. As a result of the foregoing, Frankie Swimwear has been unjustly enriched and Frankies Bikinis has been damaged and injured. Unless the foregoing actions of Frankie Swimwear are enjoined, Frankies Bikinis will continue to suffer injury and damage. In addition, Frankies Bikinis is entitled to recover from Frankie Swimwear the wrongful gains and profits that Frankie Swimwear has obtained by virtue of its trademark infringement, according to proof at trial.

COUNT II

(For Federal Unfair Competition and False Designation of Origin Pursuant to Lanham Act § 43(a) and 15 U.S.C. §1125(a) against Defendants and Does 1 - 10)

29. Frankies Bikinis hereby incorporates by reference paragraphs 1 through 28 as though fully set forth herein.

30. The conduct of Frankie Swimwear, on identical and related goods and services, falsely indicates that Frankie Swimwear and its goods and services are affiliated with, sponsored by, related to or somehow associated with Frankies Bikinis.

31. The conduct of Frankie Swimwear, on identical and related goods and services, is likely to cause confusion, mistake or deception as to the source, business affiliation, connection or association of Frankie Swimwear and its goods and services with Frankies Bikinis.

32. The conduct of Frankie Swimwear on identical and related goods and services enables Frankie Swimwear to gain the benefit of Frankies Bikinis' goodwill, which Frankies Bikinis has established through hard work and expense, and further allows Frankie Swimwear to expand its business and sales due to the reputation and goodwill of Frankies Bikinis.

33. The conduct of Frankie Swimwear constitutes a false designation of origin as it falsely leads members of the consuming public to believe that such swimwear is authorized and approved for sale by Frankies Bikinis when that is not the case.

34. The conduct of Frankie Swimwear as set forth above constitutes unfair competition and false designation of origin in violation of Section 43(a) of the Lanham Act and 15 U.S.C. § 1125(a).

35. The conduct of Frankie Swimwear as set forth above has been deliberate, willful and intentional, with full knowledge of the Frankies Bikinis Mark and in conscious disregard of Frankies Bikinis' rights in the Frankies Bikinis Mark and other intellectual property and with the intent to trade off Frankies Bikinis' brand equity and goodwill in such property.

36. As a result of the foregoing, Frankie Swimwear has been unjustly enriched and Frankies Bikinis has been damaged and injured. Unless the foregoing actions of Frankie Swimwear are enjoined, Frankies Bikinis will continue to suffer injury and damage. In addition, Frankies Bikinis is entitled to recover from Frankie Swimwear the wrongful gains and profits that Frankie Swimwear has obtained by virtue of its unlawful conduct, according to proof at trial.

COUNT III

(For Trademark Infringement and Unfair Competition under the Common Law of the State of California against Defendants and Does 1 - 10)

37. Frankies Bikinis hereby incorporates by reference paragraphs 1 through 36 as though fully set forth herein.

38. The conduct of Frankie Swimwear complained of above constitutes trademark infringement and unfair competition in violation of the common law of the state of California.

39. Frankie Swimwear, with full knowledge of Frankies Bikinis' rights in and to the Frankies Bikinis Mark, and of the valuable goodwill associated therewith, has committed the acts herein willfully, with the intent to trade on, or in complete disregard of, the Frankies Bikinis Mark.

40. As a result of the foregoing, Frankie Swimwear has been unjustly enriched and Frankies Bikinis has been damaged and injured. Unless the foregoing actions of Frankie Swimwear are enjoined, Frankies Bikinis will continue to suffer injury and damage.

41. As a direct and proximate result of Frankie Swimwear's unfair competition, Frankie Swimwear has obtained and continues to obtain gains and profits, which will be proven at trial.

42. Frankie Swimwear has competed unfairly with Frankies Bikinis by infringing on the Frankies Bikinis Mark with oppression, malice or fraud, entitling Frankies Bikinis to punitive damages.

COUNT IV

(For Unfair Competition Pursuant to Cal. Business & Professions Code § 17200 *et seq*. against Defendants and Does 1 - 10)

43. Frankies Bikinis hereby incorporates by reference paragraphs 1 through 42 as though fully set forth herein.

44. Frankie Swimwear is offering goods and services, similar to and competitive with the types of clothing goods sold by Frankies Bikinis.

45. Frankie Swimwear is using the name Frankie Swimwear, each and all of which is confusingly similar to the Frankies Bikinis Mark, despite having knowledge of the Frankies Bikinis Mark.

46. The conduct of Frankie Swimwear was deliberate, willful, and intentional, and a wrongful attempt to trade off Frankies Bikinis' goodwill and reputation in the Frankies Bikinis Mark.

47. By reason of the conduct above, Frankie Swimwear has engaged in unfair, unlawful and/or fraudulent business practices which continues to this day.

48. Due to Frankie Swimwear 's unfair competition, Frankie Swimwear has unlawfully acquired, and continues to acquire, an unfair competitive advantage and has engaged and continues to engage in wrongful conduct to their advantage and to the detriment of Frankies Bikinis.

49. The conduct of Frankie Swimwear complained of above constitutes unfair competition in violation of § 17200 et seq. of the California Business and Professions Code (the Unfair Competition Statute) as it is likely to deceive or mislead the public.

50. As a result of the foregoing, Frankie Swimwear has been unjustly enriched and Frankies Bikinis has been damaged and injured. Unless the foregoing actions of Frankie Swimwear are enjoined, Frankies Bikinis will continue to suffer injury and damage.

51. Frankies Bikinis has no adequate remedy at law for Frankie Swimwear's violation of its rights. Therefore, Frankies Bikinis seeks injunctive relief against Frankie Swimwear. In addition, Frankies Bikinis seeks an asset freeze or constructive trust over Frankie Swimwear for all monies derived from Frankie Swimwear's infringing sales which belong to Frankies Bikinis.

COUNT V

(For Unjust Enrichment against Defendants and Does 1 - 10)

52. Frankies Bikinis hereby incorporates by reference paragraphs 1 through 51 as though fully set forth herein.

53. The conduct of Frankie Swimwear complained of above constitutes unjust enrichment of Frankie Swimwear.

54. As a result of the foregoing, Frankie Swimwear has been unjustly enriched and Frankies Bikinis has been damaged and injured. Unless the foregoing actions of Frankie Swimwear are enjoined, Frankies Bikinis will continue to suffer injury and damage.

COUNT VI

(For an Accounting against Defendants and Does 1 - 10)

55. Frankies Bikinis hereby incorporates by reference paragraphs 1 through 54 as though fully set forth herein.

56. Due to the fact that: (a) Frankies Bikinis has a valid and protectable trademark; (b) there is a likelihood of confusion between the Frankies Bikinis Mark, on the one hand, and the name "Frankie Swimwear" used by Frankie Swimwear, on the other hand; and (c) Frankie Swimwear's willful infringement of the Frankies Bikinis Mark, Frankies Bikinis now demands an accounting as Frankies Bikinis is entitled to damages and a disgorgement of profits from Frankie Swimwear in connection with its sale of infringing merchandise.

COUNT VII

(For Cancellation of Trademark Registration Pursuant to 15 U.S.C. § 1119 against all Defendants and Does 1 - 10)

57. Frankies Bikinis hereby incorporates by reference paragraphs 1 through 56 as though fully set forth herein.

58. Frankie by Rebecca currently owns a US trademark registration for the "Frankie by Rebecca" mark (USPTO Reg. No. 4924901). The Frankie by Rebecca name is confusingly similar to the Frankie Bikinis Mark. As this is confusingly similar to the Frankie Bikinis Mark, Registration No. 4924901 should be cancelled so that there is no confusion in the marketplace between Frankies Bikinis and Frankie by Rebecca.

59. Due to the conduct of Frankie Swimwear, Frankies Bikinis has been damaged and injured. Unless the registration is cancelled, Frankies Bikinis will continue to suffer injury and damage.

WHEREFORE, Frankies Bikinis prays for judgment against Frankie Swimwear and Does 1-10 as follows:

1. Judgment be entered for Frankies Bikinis on all claims.

2. Frankie Swimwear, its affiliates, subsidiaries, parent entities, licensees, contractors, suppliers, predecessors, successors, agents, employees, attorneys and all others acting in active concert or participation with any of them, be enjoined and restrained, during the course of this action, and permanently thereafter, from:

   a. making any use at all on any goods or services of the name Frankie Swimwear, Frankie By Rebecca or any colorable or similar marks, designs or devices on its goods;

   b. importing, exporting, manufacturing, distributing, advertising, marketing or selling any goods or services using the name Frankie Swimwear, Frankie By Rebecca or any colorable or similar marks, designs or devices on its goods, and that Frankie Swimwear be ordered to immediately withdraw all merchandise or other use of any of the name Frankie Swimwear or any colorable or similar marks, designs or devices from all locations selling such infringing merchandise as they are confusingly similar with the Frankies Bikinis Mark and are likely to deceive the public; and

c. doing any act which is likely to confuse, deceive or mislead members of the public into believing that Frankie Swimwear, or its goods and services, emanate from, are affiliated with, sponsored or approved by, connected with or associated with Frankie Swimwear.

3. That Frankies Bikinis is entitled to an accounting from Frankie Swimwear so that it can determine Frankie Swimwear's revenue resulting from Frankie Swimwear's infringing activities and that profits from such revenue be paid to Frankie Bikinis as determined by this Court.

4. That Frankie Swimwear be ordered to pay Frankies Bikinis:

a. in accordance with 15 U.S.C. § 1117(a), an award of Frankie Swimwear's profits and treble actual damages (including lost trademark royalties) due to Frankie Swimwear's infringement of the Frankies Mark in an amount to be determined at trial or, in accordance with 15 U.S.C. § 1117(c), statutory damages in an amount no less than $1 million per counterfeit mark per type of goods sold, offered for sale or distributed;

b. punitive damages due to Frankie Swimwear's violation of California's common law, in an amount to be determined at trial;

c. reasonable attorney's fees and costs of this action, due to Frankie Swimwear's willful infringement of the Frankies Bikinis Mark.

5. In accordance with 15 U.S.C. § 1118, Frankie Swimwear be required to

deliver to Frankies Bikinis all items which contain the Frankies Bikinis Mark, the name Frankie Swimwear or any colorable or similar marks, designs or devices, and combination thereof, designation, description, or representation that is the subject of the trademark violation and all samples, patterns, designs, plates, molds, matrices, and other means of making the same, so that it can be destroyed in order to eliminate any and all likelihood of confusion in the marketplace.

6. In accordance with 15 U.S.C. § 1116(a), Frankie Swimwear be required to file with the Court, within thirty (30) days after the entry and service on Frankie Swimwear of an injunction, a report in writing and under oath, setting forth in detail the manner and form in which Frankie Swimwear has complied with the terms of such injunction.

7. For an order that an asset freeze or constructive trust be imposed over all monies and profits in the possession of Frankie Swimwear emanating from the wrongful conduct which rightfully belongs to Frankies Bikinis.

8. For an order to cancel the domain names frankieswimwear.com and frankiebyrebecca.com.

9. For an order cancelling USPTO Registration No. 4924901 -- the "Frankie by Rebecca" trademark.

10. For its reasonable attorney's fees.

11. For its costs of suit; and
12. For such other and further relief as this Court deems just and proper.

Dated: March 3, 2017

RITHOLZ LEVY SANDERS CHIDEKEL & FIELDS LLP

By: /s/ David H. Boren
David H. Boren, Esq.
Gregory N. Weisman, Esq.
Attorneys for Plaintiff
FRANKIE BIKINIS LLC

DEMAND FOR JURY TRIAL

Plaintiff Frankies Bikinis LLC hereby demands a jury trial in this action.

Dated: March 3, 2017

RITHOLZ LEVY SANDERS CHIDEKEL & FIELDS LLP

By: /s/ David H. Boren
David H. Boren, Esq.
Gregory N. Weisman, Esq.
Attorneys for Plaintiff
FRANKIE BIKINIS LLC